

E-filed 10/3/07

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Attorneys for Plaintiff TCGIvega Technologies Pvt. Ltd.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

TCGIVEGA INFORMATION TECHNOLOGIES PVT. LTD., Plaintiff, v. KARNA GLOBAL TECHNOLOGIES, INC.; KANNAN R. AYYAR; JNANA R. DASH AKA JNAN DASH; AND GREGORY D. HAWKINS, Defendants.	CASE NO. CV-05-05222 JF/HRL STIPULATION RE: SETTLEMENT AND [PROPOSED] ORDER VACATING PRE-TRIAL DATES AND SETTING STATUS CONFERENCE
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STIPULATION

The parties, by and through their respective counsel, hereby stipulate and agree as follows:

1. Plaintiff TCGIVEGA INFORMATION TECHNOLOGIES PVT. LTD.

(“TCGIvega” or “Plaintiff”) filed this action on December 16, 2005 (this “Action”) against defendants KARNA GLOBAL TECHNOLOGIES, INC. (“Karna”), KANNAN R. AYYAR (“Ayyar”), JNANA R. DASH (“Dash”) and GREGORY D. HAWKINS (“Hawkins”) (collectively

sometimes referred to as, "Defendants").

2. On or about September 11, 2007 the parties entered into a Settlement Agreement (the "Agreement") relating to the claims and defenses asserted in this Action. Pursuant to the Agreement, defendant Karna agreed, among other things, to pay Plaintiff the principal sum of \$129,000 in eighteen consecutive monthly installments, with the first installment commencing on or before October 15, 2007, and each other installment on the monthly anniversary date thereof (the "Settlement Amount").

3. As more particularly set forth in the Agreement, the parties have also stipulated and agreed under the Agreement that upon the occurrence of an event of default, as specified under the Agreement, Plaintiff may file ex parte Stipulation for Entry of Judgment (a) against Ayyar for the Settlement Amount minus any payments already made, plus simple interest at an annual rate of ten percent (10%) from the date of default, and (b) against Karna for \$179,000 minus any payments already made towards the Settlement Amount, plus simple interest at an annual rate of ten percent (10%) from the date of default. Plaintiff has unfettered discretion to choose which or both parties to enter judgment against but shall not be entitled to collect more than \$179,000 in the aggregate and estimated reasonable attorneys' fees and disbursements expected to be incurred in collection which may be determined by the Court upon the filing of a declaration estimating those fees and costs by counsel for Plaintiff (attorney fees not to exceed \$5,000).

4. The parties hereby request that the pre-trial deadlines in this matter be vacated, but that the court retain jurisdiction of the matter to enforce and, if necessary, to enter judgment pursuant to the Agreement, and set a status conference after April 1, 2009. If Defendants satisfy their obligations under the Agreement, the matter will be dismissed with prejudice at that time.

IT IS SO STIPULATED AND AGREED.

Dated: September 25, 2007

THE CHUGH FIRM, APC

By: 

ANTOINETTE MCGILL

Attorneys for Defendants
JNANA R. DASH, GREGORY D. HAWKINS,
KARNA GLOBAL TECHNOLOGIES, INC., and
KANNAN R. AYYAR

Dated: September 29, 2007

LAZARE POTTER GIACOVAS & KRANJAC

By: 

Jaipat Singh Jain, Esq.

Attorneys for Plaintiff
TCGIVEGA INFORMATION TECHNOLOGIES
PVT. LTD.

ORDER

In accordance with the foregoing stipulation of the parties, and with good cause appearing therefor, the Court enters the Stipulation and HEREBY ORDERS as follows:

1. The pre-trial dates in this matter are hereby VACATED;
2. A status conference is hereby set for April 3, 2009;
3. The Court shall retain jurisdiction over this matter to enforce the parties' settlement;
4. The parties shall dismiss the matter with prejudice immediately after Defendants' settlement obligations have been satisfied.

IT IS SO ORDERED.

Dated: 10/3/07


JUDGE OF THE UNITED STATES DISTRICT
COURT Jeremy Fogel